

Newton

GIS

5661501

3

NewtonColInternetMaintFinal  
28 Apr 99

CONTRACT FOR  
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 3 day of Mar, 1999, by and between Newton County, Indiana, acting by and through its Board of Commissioners, (herein called the "COUNTY") and BEAM, LONGEST & NEFF, L.L.C., Consulting Engineers, 8126 Castleton Road, Indianapolis, Indiana 46250, (herein called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY is initiating a Geographic Information System (GIS) by creating a digital parcel, soils, and land use mapping under a separate agreement, and,

WHEREAS, the COUNTY is proposing to further develop the GIS, and,

WHEREAS, the COUNTY is proposing to store and process the GIS data off site and transmit the data to county offices through electronic transmission, and,

WHEREAS, the COUNTY will perform viewing, printing and limited analysis of the GIS data via the internet, and,

WHEREAS, the COUNTY desires to obtain the professional services required to store and process GIS data, and maintain GIS data, and,

WHEREAS, the COUNTY desires to obtain the professional services required for the creation of additional data sets, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such work under the terms and conditions herein set forth, and,

IT IS, THEREFORE, MUTUALLY AGREED that the COUNTY does hereby employ the CONSULTANT to perform the professional services specified herein and agrees to pay for such services the amounts hereinafter specified; and the CONSULTANT agrees to perform such services as are herein enumerated.

## **SECTION I. SERVICES BY CONSULTANT**

- 1. The CONSULTANT shall create a service to store and process the COUNTY'S GIS data and allow viewing of the data at the COUNTY'S offices. The intent of the service shall be for the CONSULTANT to provide and maintain a GIS for the COUNTY. The service shall be for exclusive use by the COUNTY and is not intended as a service for use by the public through the internet.**

- 1.1 The COUNTY'S GIS data sets will be stored on the CONSULTANT'S server. The data shall be electronically accessible through personal computers (minimum specification required) located at the COUNTY'S offices.**

- 1.1.1 The data sets available are as follows:**

- a. Digital Orthophotography
- b. Parcel Mapping
- c. Soils
- d. Assessor's Land Use
- e. Pavement (to be created under this contract)
- f. Zoning (to be created under this contract)
- g. Bridge Inventory (to be created under this contract)
- h. Emergency Service Areas (911)

- 1.2 The COUNTY'S GIS data will be processed using the CONSULTANT'S GIS software. The CONSULTANT shall store the GIS software on the CONSULTANT'S hardware. The CONSULTANT'S GIS software shall have standard GIS functionality. The COUNTY will be able to access certain predefined functions through the CONSULTANT'S GIS service.**

- 1.2.1 The predefined GIS functionality available to the COUNTY shall be:**

- a. Pan and zoom
- b. Buffer
- c. Preset queries and reports
  1. Zoom to parcel by PIN
  2. Parcels by owner name
- d. Printing Output
  1. Print display
  2. Print displayed map to scale

- 1.3 The site will be accessible to the COUNTY via the Internet using AutoCAD's MapGuide Viewer along with Internet Explorer (version 4.0 or higher).**

- 1.4 The CONSULTANT shall endeavor to maintain service on-line 24 hours a day, seven days a week, except for periods of site maintenance and during times of technical difficulties. The CONSULTANT shall endeavor to have technical assistance available to the COUNTY during the business hours of 8:00 am to 5:00 pm EST Monday thru Thursday and 8:00 am thru 12:00 pm EST on Fridays.
  - 1.5 The hardware, cabling and internet connectivity located at the COUNTY'S offices shall be the responsibility of the COUNTY.
  - 1.6 Access to the data and use of the GIS service shall be restricted to COUNTY use by means of ID and password.
  - 1.7 The CONSULTANT will provide training to the employees of the COUNTY to ensure they know how to operate the internet site.
2. The CONSULTANT shall update GIS digital parcel mapping data for the COUNTY.
  - 2.1 The COUNTY shall supply source documents to the CONSULTANT.
  - 2.2 The CONSULTANT shall perform parcel splits and joins as appropriate using the source documents supplied by the COUNTY.
  - 2.3 The CONSULTANT shall perform the updates at least semi-monthly.
  - 2.4 The updates shall be integrated with the COUNTY'S GIS data sets and made available to the COUNTY through the GIS service described in Section I, Item 1.
  - 2.5 The CONSULTANT shall archive the parcel mapping semi-annually on CD-ROM and forward the CD to the COUNTY.
  - 2.6 The CONSULTANT shall maintain an accountability database which shall be available to the COUNTY through the GIS service described in Section I, Item 1. The accountability database will record the receipt of each source document from the COUNTY and the date of each update.
  - 2.7 Following a parcel split or join, the CONSULTANT shall recalculate the soils/land use calculations on the affected parcels. The recalculations shall be forwarded to the COUNTY.
3. The CONSULTANT shall prepare the initial GIS data sets listed in Section I, Item 1.1.1, in the proper format for use and deployment on the internet
4. The CONSULTANT shall create a digital Zoning Map, encompassing all areas within Newton County. Said digital Zoning Map shall contain polygons

(aggregations of parcels sharing a common zoning classification) and generated from the existing hard copy maps furnished by the COUNTY produced using the COUNTY'S existing digital parcel mapping. The polygons will not be created using legal descriptions as source documents.

5. The CONSULTANT shall create a digital Bridge Inventory Map.
  - 5.1 The CONSULTANT shall link digital photos of each bridge to the inventory map. The digital photos shall be supplied to the CONSULTANT by the COUNTY.
  - 5.2 The CONSULTANT shall link data from the SI & A data to each appropriate bridge on the inventory map. The COUNTY shall supply the digital SI & A data to the CONSULTANT.
6. The CONSULTANT shall create a digital map displaying the centerlines of roads within the unincorporated areas of the COUNTY. The line type shall distinguish between paved and unpaved roads. The map shall be unintelligent and without attributes. The COUNTY shall supply a hardcopy map of paved and unpaved roads in the unincorporated areas of the COUNTY.
7. The CONSULTANT shall update and re-deploy updated GIS data sets (other than the digital parcel mapping) when requested by the COUNTY. The GIS digital parcel mapping shall be re-published and re-deployed under Section I, Item 2.
8. The CONSULTANT shall provide additional Internet and data preparation services or any other additional services as may be requested in writing by the COUNTY. The additional services may include GIS data analysis conducted by the CONSULTANT beyond the functionality described under Section I, Item 1.2.1.

## SECTION II. OBLIGATION OF COUNTY

### 1. GENERAL

- 1.1. The COUNTY shall appoint a point of contact for the CONSULTANT with authority for operational decisions involving the project.
- 1.2. The COUNTY shall agree to and comply with Attachment A of this agreement.
- 1.3 The COUNTY shall provide access, at no expense to the CONSULTANT, to COUNTY officers and/or staff, to required data and information and

the use of COUNTY'S GIS data as appropriate in the accomplishment of the project. Data from other vendors required by the CONSULTANT shall be at the expense of the COUNTY.

## 2. COMPENSATION

- 2.1 To pay the CONSULTANT as compensation for professional services under Section I, Item 1 (GIS Service) and 3 (GIS Data Internet Preparation) on a monthly lease basis an amount of One Thousand Six Hundred Dollars (\$1,600) per month plus an initial setup fee of Two Thousand Dollars (\$2,000). The monthly fee shall be subject to update by the CONSULTANT annually beginning July 2000.
- 2.2 To pay the CONSULTANT as compensation for professional services under Section I, Item 2 (Parcel Updates), 7 (Re-publish Internet Data) and 8 (Additional Requested Services) on the basis of the hourly rates in Exhibit B plus expenses (in the case of sub-consultants, the expense plus 10%). If not covered under Exhibit B, on the basis of Salary Cost (Direct Labor plus Payroll Burden), plus Overhead (98.5% of Salary Cost), plus Profit (15% of Salary Cost plus Overhead) plus expenses (in the case of sub-consultants, the expenses plus 10%). Fees for these services will not exceed One Thousand Dollars (\$1,000) per month unless approved by the COUNTY.
- 2.3 To pay the CONSULTANT as compensation for professional services under Section I, Item 4.0 (Land Use Map) on a lump sum basis of Fifteen Dollars (\$15.00) per polygon.
- 2.4 To pay the CONSULTANT as compensation for professional services under Section I, Item 5.0 (Bridge Inventory Map) on a lump sum basis of Eight Thousand Dollars (\$8,000).
- 2.5 To pay the CONSULTANT as compensation for professional services under Section I, Item 6.0 (Road Map) on a lump sum basis of One Thousand Dollars (\$1,000).
- 2.6 The CONSULTANT shall be compensated monthly based on an invoice submitted by the CONSULTANT.

### IT IS FURTHER MUTUALLY AGREED BY THE COUNTY AND THE CONSULTANT:

- A. That if any work covered by this contract or specified by the CONSULTANT shall be suspended or abandoned, the COUNTY shall pay the CONSULTANT for the services rendered on account of it; the payment to be based as far as possible on the fee established by this contract; or where the contract cannot be applied, then the basis shall be Salary Cost (Direct Labor plus Payroll Burden)

2.5

plus Overhead (98.5% of Salary Cost) plus Profit (15% of Salary Cost plus Overhead) plus expenses (in the case of sub-consultants, the expenses plus 10%).

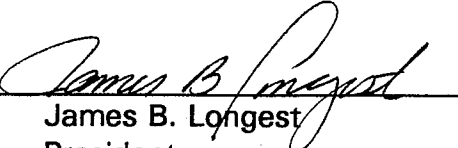
- B. That the CONSULTANT will not be held responsible for the accuracy and completeness of the project due to errors and omissions of data and/or source documents provided by the COUNTY to the CONSULTANT and that the sophistication of the above programming may be limited by commercial software used for the project.
- C. That no assignment of this contract nor of any interest therein shall be binding upon either party hereto without the written consent of the other party.
- D. The CONSULTANT acknowledges and agrees that the data stored, processed and created by the CONSULTANT under this agreement is the property of the COUNTY.
- E. The COUNTY acknowledges and agrees that the internet application is the exclusive property and intellectual property of and constitutes a valuable trade secret of the CONSULTANT, and that any unauthorized disclosure or use thereof will cause irreparable harm and loss to CONSULTANT. The COUNTY shall not disclose or make available the computer code or programming utilized for the development of the site, or any portion thereof, in any way to any other person or entity, including without limitation or subsidiary of the COUNTY, or any other person or entity directly or indirectly affiliated with COUNTY.
- F. The COUNTY may not disassemble, reverse engineer, emulate, or translate the application in any way. The COUNTY may not modify the application in any way, or merge the application into any other software product of any kind.
- F. The COUNTY agrees to take all measures required to prevent its employees and others affiliated with the application from engaging in the activities prohibited under this agreement

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

CONSULTANT:

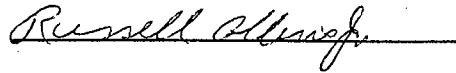
BEAM, LONGEST & NEFF, L.L.C.

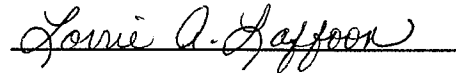
BY:

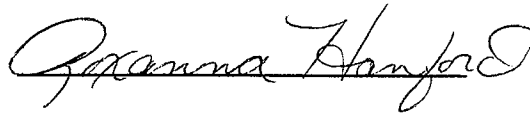
  
James B. Longest  
President

COUNTY:

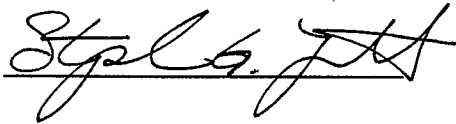
BOARD OF COMMISSIONERS  
NEWTON COUNTY, INDIANA



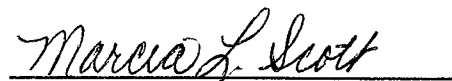




ATTEST:



ATTEST:



**Exhibit B**

**GIS CONSULTING RATES BY CLASSIFICATION**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
GIS Coordinator	\$ 100.00
Senior Programmer	100.00
Applications Programmer	90.00
GIS Technician II	65.00
GIS Technician I	50.00
Computer Support	75.00

Rates are subject to annual updates starting in July 2000.



## ATTACHMENT A

### STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied are provided, including warranties or guarantees contained in any uniform commercial code.
  2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CONSULTANT and COUNTY. CONSULTANT will promptly notify COUNTY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
  3. **SAFETY.** CONSULTANT shall establish and maintain programs and procedures for the safety of its employees. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT employees.
  4. **DELAYS.** If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, CONSULTANT will be entitled to an equitable adjustment in compensation.
  5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. COUNTY shall pay CONSULTANT for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
- CONSULTANT or COUNTY, for purpose of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, CONSULTANT shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.
6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by COUNTY for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adoption by CONSULTANT for the specific purpose intended, shall be at COUNTY's sole risk.
  - ~~7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by CONSULTANT is supplied for the general guidance of the COUNTY only. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to COUNTY.~~
  - ~~8. **RELATIONSHIP WITH CONTRACTORS.** CONSULTANT shall serve as COUNTY's professional representative for the Services, and may make recommendations to COUNTY concerning actions relating to COUNTY's contractors, but CONSULTANT specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by COUNTY's contractors.~~
  9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
  10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by CONSULTANT and shall not be made available to third parties without written consent of COUNTY.
  11. **INSURANCE.** CONSULTANT will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and CONSULTANT business requirements. Certificates evidencing such coverage will be provided to COUNTY upon request. For projects involving construction, COUNTY agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project. CONSULTANT coverages referenced above shall, in such case, be excess over contractor's primary coverage.
  12. **INDEMNITIES.** To the fullest extent permitted by law, CONSULTANT shall indemnify and save harmless from and against loss, liability, and damages sustained by COUNTY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the errors or omissions of CONSULTANT, its agents or employees.
  13. **LIMITATIONS OF LIABILITY.** No employees or agent of CONSULTANT shall have individual liability to COUNTY. COUNTY agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to COUNTY for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. If COUNTY desires a limit of liability greater than the provided above, COUNTY and CONSULTANT shall include in this Agreement the amount of such limit and the additional compensation to be paid to CONSULTANT for assumption of such additional risk.
  14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
  15. **ACCESS.** COUNTY shall provide CONSULTANT safe access to any premises necessary for CONSULTANT to provide the Services.
  16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.
  17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.
  18. **DELIVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
  19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.
  20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after Project Completion.